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*** Notices to Subscribers and Contributors will be found on page iii.

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Current Topics.

Commissioners of Assize.

THAT IT has been found necessary again to appoint two Commissioners of Assize to assist in clearing off the mass of work on the Northern Circuit is proof, if proof were needed, that the present number of judges in the King's Bench Division is not adequate to cope with the amount of litigation which calls for decision, even in these days when its total bulk is not so large as in normal times of activity in industry. Commissioners have never, it is true, been popular in the provinces where the people like what they call the "red judges," who bring with them more of the pomp and circumstance which add a fillip to business than the mere commissioner who, clad judicially merely in his black silk gown, does not touch the popular imagination as does the full panoply of the regular judge. Long ago Pascal noted the same thing in France, that is, the part which the "*robes rouges*" and all the other "*appareil auguste*," play in enhancing the regard in which the administration of justice is held. Although commissioners may thus fail to impress the public in the same way as the judges of the High Court, there can be no doubt that the power in emergencies to call upon King's Counsel to lend a hand in clearing off arrears in the provinces is extremely useful, and the wonder is that the like power should not on occasion be invoked for the same tasks in London, that is, if the persistent determination not to appoint additional judges is to continue. Perhaps at the present time, when the most rigorous economy is imperative in the public interest, there may be some excuse for not appointing new judges, but the work coming before the courts must be disposed of, and why, in these circumstances, should not commissioners be nominated temporarily to assist in the performance of this duty? No doubt a statute would be necessary to enable this to be done, but such an Act should not be difficult to carry through Parliament. We put forward this suggestion, not because we think it the ideal mode of overcoming the delay that is caused by the periodical absences and periodical illnesses of judges; we suggest it merely as a remedy easily available in times of emergency and one which need not add very materially to the public expense.

Shorthand in the Courts.

AT THE annual dinner of the Institute of Shorthand Writers held last week, SIR HAROLD MORRIS, the President of the Industrial Court, paid a well-deserved tribute to the efficiency with which members of the institute discharge the duty of accurately recording what takes place in court. Everyone who has anything to do with the administration of justice recognises the importance of the work of the shorthand writer, and, in view of this, it is scarcely creditable that so little is done by those in authority to facilitate the discharge of his task by providing him with accommodation which will enable him to hear and write in comfort. The president of the institute, in the course of his speech at the dinner, said that the task of the shorthand writer was rendered extraordinarily onerous on account of the extreme difficulty of hearing. The acoustics of the courts are not what they might and should be, but this might be overcome by providing the shorthand writer with a seat close to, or actually at the side of, the bench, where he would be free from being jostled as he so frequently is when standing, as he often has to do, at the end of the associate's desk. Even the judges might lighten his task by speaking somewhat louder and more distinctly; not a few of them are not above reproach in this matter. Some day, perhaps, the shorthand writer will be still more widely recognised as an indispensable coadjutor in the work of the courts.

The "Colour Bar" at Hotels.

IN THE House of Commons recently, Miss WILKINSON, after calling the attention of the Home Secretary to the refusal of certain hotels to accept coloured guests, asked whether he would consider the issue of regulations making such conduct an offence on the part of the proprietors of licensed premises. Mr. CLYNES stated that he had no such power, but suggested that the publicity given to the matter might have some effect on the particular houses concerned. The situation to which Miss WILKINSON objected might no doubt have arisen either on refusal to serve a coloured man with food or drink in a public-house, or to assign him a bedroom at an hotel. The distinction is important, for the case of *Sealey* v. *Tandy* [1902] 1 K.B. 296, stands for the proposition that an ordinary publican may pick and choose his own customers—subject, possibly, to an obligation in contract to sell anything advertised in his window, on which point we had a note, 72 SOL. J. 800, with subsequent correspondence. If, then, an ordinary publican or restaurant keeper refused to serve a sober and quiet Prince of Morocco or Othello, he would be within his rights, even if his motive was sheer prejudice—or, a very much more likely alternative, fear of his other customers' prejudice. As our readers know, however, an innkeeper's duties to the public preclude arbitrary refusal of orderly and sober persons of any colour who present themselves as would-be guests, provided that there is accommodation for them, and that they pay in advance if so required. There may have been some theoretical requirement that the person presenting himself or herself at an inn should be a traveller, but after the case of *Orchard* v. *Bush* [1898] 2 Q.B. 284, it would be difficult to contend that any casual person who entered an inn was other than a traveller. The remedy of a person to whom an innkeeper unlawfully refuses hospitality is an action on the case, or indictment; and it is one open to any person aggrieved, of whatever complexion. The difficulties of an innkeeper are illustrated by *R.* v. *Sprague* (1899), 63 J.P. 233, where a lady of title, and of undoubted respectability, was refused admission

to the coffee-room of the "Hautboy" at Ockham when she presented herself with her bicycle, arrayed in "bloomers"—then objects, or an object, of subversive and revolutionary tendency. The alternative of the bar parlour was, however, offered, and it was held that that sufficed. Bloomers, more recently called plus fours, hardly now attract attention on either sex, but members of the Sunshine League may hereafter renew the problem. The precedent might perhaps justify a request to Old Uncle Joe to take his refreshment in the taproom.

Impossibility of Performance.

"DISCHARGE OF contract by impossibility of performance" is a phrase well known to the law student about to take his examination in the law of contract, and it refers to a branch of the law which is of much importance in business contracts. It has lately formed the subject of a very interesting judgment of the Court of Appeal in *Walton Harvey Ltd.* v. *Walker and Homfrays Ltd.* [1931] 1 Ch. 274. The law on this branch of the subject seems to be well settled, and the various ways in which a contract may be discharged by impossibility of performance are set out in Chap. XV of "Anson on Contract," in a way which loses nothing by brevity and clarity. One of these ways is impossibility of performance through change of the law. The usual illustration of this is taken from the case of *Baily* v. *De Crespigny* (1869), L.R. 4 Q.B. 180, where the defendant had let to the plaintiff a plot of land and covenanted that neither he nor his assigns would erect any but ornamental buildings on a certain paddock fronting the demised premises; unfortunately a railway company, in pursuance of its statutory powers, acquired the paddock and commenced to build a station upon it; in an action by the plaintiff for breach of the covenant it was held that the defendant was not liable. In *Walton Harvey Ltd.* v. *Walker & Homfrays Ltd.*, the defendants, who were lessees of an hotel, entered into contracts with the plaintiffs, who were a firm of advertising agents, by virtue of which the plaintiffs were entitled to exhibit for a number of years an illuminated advertisement on the roof of the hotel. The sign was erected, but before the expiration of the term the hotel was taken by a local authority under its statutory powers. The plaintiffs brought their action, and the defendants set up the defence of impossibility of performance owing to the action of the local authority. BENNETT, J., found for the plaintiffs ([1931] 1 Ch. 145), and his judgment was upheld on appeal. The ground for rejecting the defence in this particular case was this: The local authority had obtained power to acquire certain property, including the defendants' hotel, prior to the agreement between the two parties to the action; therefore the defendants, as parties interested in the acquisition by the local authority of its compulsory powers, must have had notice served on them by the local authority at the time when the latter's bill was deposited, and must have known, at the time of entering into the contracts with the plaintiffs, that their lease of the hotel was short; on the other hand, the plaintiffs had no such knowledge, and it could not therefore be said that both parties had made their bargain on the footing that if the local authority exercised its powers and took the hotel, the contracts were to be discharged. The judgments add little to the principles of this interesting branch of the law, but they afford interesting illustrations of the limits of the principle of impossibility of performance by alteration of law, and in BENNETT, J.'s judgment, there is a useful reminder that it is often desirable to go behind the words of a headnote to the words of the judgments themselves.

Sewers Rate: Levying Distress.

THE OPINION of an eminent lawyer, ROBERT CALLIS, Serjeant-at-Law, who lived 300 years ago, on the question of distress for sewers rates under the Statute of Sewers, 1531, was recently relied on and followed in an interesting and important case heard before Mr. Justice MACKINNON and reported in the "Law Reports" for January, 1931 (*Morse* v. *Ouse Drainage Board*). The plaintiff was the owner of some 150 acres of land and house property at Brandon, Suffolk, about 50 acres of which were within the limits of the area administered by the Ouse Drainage Board, a Board which by the nature of its constitution inherited the powers of the old Commissioners of Sewers. The Board, in respect of the plaintiff's ownership of the 50 acres within their administration, assessed him to payment of a sewers rate of £17 7s. 4d. On his refusal to pay that rate they called upon him to show cause why he should not pay. He did so, but, in the opinion of the Board, gave no satisfactory reason, and the Board thereupon issued a distress warrant to recover the sum in question. The Board's bailiff proposed to levy distress in pursuance of that warrant on the chattels of the plaintiff situate outside the area administered by the Board, and the sole question for the court was whether that was, or was not, a legal distress. By the Statute of 1531 the Commissioners of Sewers were given power to assess people for taxes or rates and given power to distrain in order to enforce payment of those rates. What the extent of that power was appears to have been first discussed by the lawyer above referred to, ROBERT CALLIS, in 1622. In that year he delivered a celebrated Reading on the Statute of Sewers, which was not actually published until twenty-five years later, in which he said: "But in the case of a sess, rate, or tax imposed by the Commissioners of Sewers, a distress for any of those may be taken in any place within the realm of England; for in this case the distress is merely grounded upon the statute, and is bounded by the same limits, which is as large as the realm of England . . ." JOHN HERNE, of Lincoln's Inn, in 1638, also in a Reading upon the Statute of Sewers, expressed on the point in question the same opinion as CALLIS. In his judgment in the present case Mr. Justice MACKINNON referred to s. 7 of the Sewers Amendment Act, 1849, and said that it did not carry the matter with regard to the right to distrain on *goods and chattels* any further than the Act of 1531. In concluding he said: "I think that the opinion of that very learned lawyer, Mr. CALLIS, was correct as to the effect of the original statute of Henry VIII (1531), and I think the words of that statute have been unaffected by anything in the statute of 1849 or the statute of 1861. I agree with the learned author in his conclusion that a distress warrant properly issued against the goods of a person liable to a sewers rate may be executed upon the goods of that person if found at any place within, as he says, the realm of England."

Costs on Appeals to Sessions.

OUR LEGISLATORS are astonishingly well informed. "Is the right honourable gentleman aware that in a case of successful appeal, owing to some technicality, no costs can be recovered, and that that is very unjust?" This "supplementary," evolved in the heat of the moment, is one of the delightful questions with which Ministers are so often unable to cope. No reply was made. But the correct answer was that, though it would indeed be unjust if the costs could not be recovered, it simply is not the fact that they are irrecoverable. "If upon any such appeal the court of quarter sessions shall order either party to pay costs, such order shall direct such costs to be paid to the clerk of the peace of that court, to be by him paid over to the party entitled to the same, and shall state within what time such costs shall be paid": Summary Jurisdiction Act, 1848, s. 27. If not paid, the clerk of the peace must, for the not extravagant fee of one shilling, give a certificate of such non-payment, and upon production of such certificate to any justice for the county or place, he must issue process to recover the costs as a civil debt: *ibid.*, Summary Jurisdiction Act, 1879, s. 47, and see *R.* v. *Lord Mayor of London: ex parte Boaler* [1893] 2. Q.B. 146.

The Effect of Appointment as "Sole Agents."

[CONTRIBUTED.]

THE case of *Bentall, Horsley & Baldry* v. *Vicary* [1931] 1 K.B. 253, raises interesting points relating to the law of agency, not the least important of which is the effect of appointing persons to be "sole agents." This matter does not appear to have been dealt with adequately by any previous case, but the judgment of McCARDIE, J., lays down with clarity the principles of law involved.

The plaintiffs in this case were a firm of estate agents and valuers. The defendant was the owner of certain property which he desired to sell. A contract between the parties, embodied in a letter addressed by the plaintiffs to the defendant, provided (*inter alia*) that the plaintiffs were "to be appointed sole agents for the sale of the property for a period of six months to October 1st." During this period of agency the defendant negotiated personally, and quite apart from the plaintiffs, with a purchaser who had never had any communication with the plaintiffs and whom the plaintiffs did not know. The result was a sale of the property to this purchaser. The plaintiffs brought this action to recover (*inter alia*) damages for breach of contract on the ground that, in selling the property direct to the purchaser, the defendant had acted in breach of his contract with them and had thereby deprived them of their commission.

The claim for damages for breach of contract turned primarily upon the meaning and effect of the expression "sole agents for the sale of the property," but it was also contended on behalf of the plaintiffs that a term ought to be implied that the defendant should not himself sell the property and so deprive the plaintiffs of the commission which they might perhaps be able to earn. The questions, therefore, which arose, were :—

(1) What interpretation ought to be placed upon the express words of the contract ?

(2) Ought the court to make the suggested implication ?

None of the authorities cited to the court and referred to in the judgment of McCARDIE, J., answers the first question. The learned judge, however, held that the express words of the contract did not prohibit a sale by the defendant himself. He said, at p. 259 : "If the parties intended such a prohibition nothing would have been easier than to insert the appropriate words. It is also to be noted that the defendant does not say by the contract : 'I give you the sole right to sell.' He says only : 'I appoint you sole agents for the sale,' which is, in my opinion, quite a different thing."

The case of *Brinson* v. *Davies* (1911), 105 L.T. 134, settles the principles applicable to a contract which is silent upon this point. The headnote to this case, which was adopted by McCARDIE, J., reads as follows : "Where the owner of property puts it in the hands of a house agent for sale upon commission, there is, in default of stipulations to the contrary between the parties, an implied term that the owner shall be at liberty to sell the house himself or to employ other agents, and, if a sale takes place by such means, the plaintiff is not entitled to commission, although he has found a person prepared to purchase."

PICKFORD, J., put the matter in these words : "It seems to me, unless some specific terms were made between the parties to that effect, the putting of a house for sale into the hands of an agent does not prevent the owner of the house from selling it himself or from selling it through another agent . . ."

A specific term was made between the parties in *Bentall, Horsley & Baldry* v. *Vicary, supra*, and that term clearly prohibits the defendant (the owner) from selling through agents other than the plaintiffs. Otherwise, the expression "sole agents" is meaningless. But does this term prohibit a sale by the defendant himself ? Construing it in the light of the observations of McCARDIE, J., at p. 258, the answer would be "No," because there is a vast difference between "I appoint you sole agents" and "I give you the sole right to sell."

Reference must be made to the cases referred to by McCARDIE, J., in considering this point. These cases are in many respects unsatisfactory, and, moreover, each of them is distinguishable from the present case.

In *Milsom* v. *Bechstein* (1898), 14 T.L.R. 159, the defendant, in spite of an agreement to employ the plaintiff as sole agent, supplied pianos to another on terms which made him the defendant's agent. This case merely strengthens the conclusion that the expression "sole agents" used in *Bentall's Case* would be meaningless unless it prohibited a sale through agents other than the plaintiffs. But in *Bentall's Case* there is no question of a sale through other agents. The sale was a sale by the owner direct to the purchaser.

The decision in *Snelgrove* v. *Ellringham Colliery Co.* (1881), 45 J.P. 408, is perhaps a little more difficult. There, the defendants, who were partners, appointed the plaintiff their sole agent within a certain district. One of the partners, acting as agent for the firm, sold goods in that district behind the back of the plaintiff. This case may be distinguished from *Bentall's Case* on the ground that the partner was an agent of the firm. But the decision of MATHEW, J., is too wide to be completely disregarded on this ground. MATHEW, J., said : "Putting the best interpretation, however, upon the agreement between the parties, I am of opinion that this gentleman was to be agent for the defendants, who, I assume, are ordinary partners, and that they were not entitled to appoint any other agent in his district, *nor were they entitled to effect any sales or transact any business connected with their firm in his district, except by means of his agency.*"

In *Bentall's Case*, McCARDIE, J., dealt with the decision of MATHEW, J., as follows : "This was held by Mathew, J., to be a breach of the contract appointing the plaintiff sole agent. I think that the actual decision (if correct) does not go beyond that ruling and that any apparent dictum of Mathew, J., going further than that narrow decision on the special facts cannot be regarded as valid." In view of this, the latter part of the judgment of MATHEW, J.,—"nor were they entitled . . . etcetera"—cannot be accepted.

Two further observations may be made in regard to *Snelgrove* v. *Ellringham Colliery Co., supra*. First, it is regrettable that the actual words of the contract are not available, because, in all such cases, it is important to observe them ; secondly, McCARDIE, J., indicated a doubt as to the correctness of the decision, though without assigning a reason therefor.

The other cases referred to—*Tredennick* v. *Browne* and *Chamberlain & Willows* v. *Rose* (both unreported)—turned upon the construction of special words. In the first case the learned judge found that the plaintiff was not only appointed sole agent for the sale of the property but also that he was to be paid commission whether he introduced the purchaser or not. In the second case, the words used were : "The property to be left solely in your hands for sale from this date until the auction and for a further period of three months." It was held that the defendant had agreed that no one but the plaintiffs should have a right to sell the property.

These decisions, with the exception of *Snelgrove* v. *Ellringham Colliery Co., supra*, do not affect the question whether an appointment as "sole agents" prohibits a sale by the owner himself. *Snelgrove* v. *Ellringham Colliery Co.* is a very doubtful authority, and, therefore, one is in the position from which one started. Resort may be had, however, to the observations of McCARDIE, J., at p. 258 : "If the parties intended such a prohibition nothing would have been easier than to insert the appropriate words. It is also to be noted that he does not say by the contract : 'I give you the sole right to sell.' He says only : 'I appoint you sole agents for the sale,' which is, in my opinion, quite a different thing." Further, McCARDIE, J., observed that the maxim "*Verba accipiuntur fortius contra preferentem*" must be remembered. The law assumes that natural self-love will prevent a man

from unnecessarily using language to his own disadvantage; but the maxim may be applied harshly and the trend of modern decisions, it seems, is to limit its application to those cases where all other rules of exposition have failed. It is respectfully submitted that it is inapplicable in *Bentall's Case*. There, the matter is concluded by the contrast between "I appoint you sole agents for the sale"—the actual words of the contract—and "I give you the sole right to sell"—to which the plaintiffs would stretch the actual words.

Dealing with the second question—whether the court ought to imply a prohibition against a sale by the owner—McCardie, J., concluded that it ought not to do so. At p. 257 he said: "... the court ought not to introduce an implied term into the contract unless such implication is needed for 'such business efficacy to the transaction as must have been intended at all events by both parties who are business men': see per Bowen, L.J., in *The Moorcock* (1889), 14 P.D. 64, 68. That decision should always be read subject to the words of Lord Esher, M.R., in *Hamlyn & Co.* v. *Wood & Co.* [1891] 2 Q.B. 488, 491. He there said: 'I have for a long time understood the rule to be that the court has no right to imply in a written contract any such stipulation, unless, on considering the terms of the contract in a reasonable and business manner, an implication necessarily arises that the parties must have intended that the suggested stipulation should exist. It is not enough to say that it would be a reasonable thing to make such an implication. It must be a necessary implication in the sense that I have mentioned ...' In the contract now before me I see nothing to prevent the business efficacy of the document by reason of the circumstance that the defendant was himself entitled to sell."

McCardie, J., in *Bentall's Case* held that the plaintiffs were not entitled to damages for breach of contract, because—

(1) The contract contained no express prohibition against a sale by the defendant himself; and

(2) The implication of such a prohibition was not necessary to give business efficacy to the transaction.

It is clear that, although an appointment as "sole agent" does not prohibit a sale by the owner himself, it does prohibit a sale through the agency of anyone other than the person so appointed. A nice point may arise when the owner is incapable of acting save by an agent, e.g., a limited company. Assume, for example, that the defendant in *Bentall's Case* had been a limited company which had effected a sale of its property through the agency of its managing director. Would the decision have been the same? To put another case: suppose that the defendant in *Bentall's Case* had employed one of his own servants, e.g., the manager of his estate, to effect a sale. Would that have affected the decision?

A line must be drawn somewhere. Clearly, if the limited company went outside its own servants and employed someone in the capacity of agent, there would be a breach of contract. But it is submitted that a servant of the company is in a different position. He is not employed specifically to sell the property (as, of course, the outsider would be), but to perform many other duties, one of which may be to find a purchaser if he can. The distinction must be drawn, it is submitted, between persons generally in the employment of the owner and persons specifically appointed to find a purchaser for particular property. The latter class, of course, would fall within the prohibition, while the former would fall without it. The court, if called upon to decide this point, might, perhaps, formulate a general rule that one must ascertain, by looking at all the circumstances of the case, whether the person through whom the sale is effected is in such close relationship to the owner that the sale can be considered a sale by the owner himself.

Thus, it may be that *Snelgrove* v. *Ellringham Colliery Co.*, *supra*, was wrongly decided, for a partner is closely related to the firm and his fellow partners. In any event, the dictum of Mathew, J., in that case must be treated as too wide, and, therefore, inapplicable to a case such as *Bentall's Case*.

Licences to Assign.

The Landlord's Costs.

[Contributed.]

The following experiences of the lessee of a modest London flat, of about £170 per annum rental, in connexion with obtaining a licence to assign, will be found instructive, and may provoke some interesting controversy amongst the members of the legal profession. The lease was for a term of fourteen years from the 24th June, 1924, and in October, 1930, had, therefore, a little less than eight years to run. It had already been assigned twice, with the consent of the landlord. It contained the usual provision that the consent of the landlord should not be arbitrarily withheld, or refused. The precise language of the provision is not material. In October, 1930, the lessee told the landlord that he was desirous of assigning the lease, and he ultimately found a purchaser who gave two references. These references were taken up by the lessee's agents, and were reported to the landlord as satisfactory. On the 31st October the lessee's agents were informed by the landlord that he had requested his solicitor to draw up the licence. On the 1st November the lessee's agents received from the landlord's solicitor a draft licence in the terms given below, together with a letter containing the following sentence: "The draft is, of course, submitted on the understanding that my costs in the matter are paid by the lessee." It is necessary, in order that the point at issue may be fully appreciated, to set out the terms of this draft, which ran as follows:—

"I, the undersigned, being the present lessor of the premises hereinafter mentioned, do hereby consent to an assignment by A (address) the present lessee of the said property under a lease hereinafter mentioned, to B of all that suite of rooms being No. 7, on the third floor of the building consisting of shops and flats, known as ——, together with the coal stores, and several fixtures and fittings in the said suite of rooms, as well as those mentioned in the schedule to the said lease, and together with the right in common with the lessor, and the lessor's other tenants, and all other persons authorised by them in that behalf under the covenants and conditions contained in the said lease, to pass and repass through the common entrance hall, doorways, passages, stairs, and lifts for the purpose of obtaining access to and egress from the said suite of rooms (but without including any right of light and air over other ground or premises, and subject to all rights and easements belonging to any adjacent property, and subject to the adjacent buildings or any of them being at any time or times rebuilt or altered or enlarged according to plans both as to height, elevation, extent, and otherwise as should or might be approved, by the ground landlords for the time being) except and reserved as in the said lease were excepted and reserved, the premises comprised in a lease dated the 21st June, 1924, and made between myself the undersigned of the one part, and C of the other part, and thereby demised to the said C for a term of 14 years from the 24th of June, 1924, at the yearly and other rents thereby reserved: Provided that this consent shall not authorise any further or other assignment, underletting, or parting wholly or partially with possession of the said premises, or any part thereof, or prejudice or affect any of the covenants, provisions, and conditions in the said lease contained, except to the extent hereinbefore expressed.

"As witness, &c., &c."

The above form might just as well have included a complete transcription of the lease, but it was, in fact, after allowing for the necessary changes in the names of the parties, almost a verbal reproduction of the two former licences which the lessee had in his possession. The latter had, in the meanwhile, telephoned to the landlord stating that he had the two former licences in his possession, and that he did not see the necessity

for the employment of a solicitor, inasmuch as a reproduction was all that was required, but he had been informed by the landlord that the landlord's solicitor had already been instructed.

The lessee, recognising that he was bound by law to pay the landlord's reasonable expenses of granting the licence, but not being willing to give a general and indefinite undertaking to pay solicitors' costs, requested his agents to ascertain what sum was contemplated by the undertaking. He was informed that the solicitor said his costs would be three-and-a-half guineas.

The lessee had himself, within the last twelve months, given an assent to an assignment of a lease of which he was the lessor, which he had done in the form of a simple letter, and had accepted (under protest) the sum of ten shillings, which the lessee insisted on paying, saying that it was usual. On learning that he was expected to pay three-and-a-half guineas for the new copy licence, he inquired of some substantial landlords, and learned that their usual charge was one guinea.

He, therefore, called upon the landlord's solicitor, but failing to find him, had an interview with a subordinate, who told him that three-and-a-half guineas was the usual charge without reference to the work done, and that if he declined to pay this sum, he would have to pay the solicitor's bill of costs, which would be prepared and delivered in due course.

The lessee concluded that if he, or anyone in his place lacking in business experience and ignorant of the scale upon which legal charges are framed, which the general public are disposed to believe is sufficiently generous, had given the undertaking asked, there would be no escape from a contractual liability to pay three-and-a-half guineas, so he declined to give any undertaking, but offered the sum of half-a-guinea for the making of the copy licence. He subsequently sent to the solicitor a form written out by himself, with a view to persuading him that it might be much more simply and shortly done. This draft was returned to him, extensively altered and amplified. The form below shows the document, the roman characters being the original written by the lessee, and the portions in italics and the words in brackets being the alterations made by the solicitor. In forwarding his own "ewe lamb," the lessee renewed his offer of half-a-guinea.

> I, *the under-signed* A. of —— *in the County of London*, being the lessor of a certain flat numbered 7, on the third floor of a building known as —— *the premises demised* by [virtue of] a lease [granted] *dated* the 21st of June 1924 to one B, for the term of 14 years *from the 24th of June 1924*, and the residue of the said term *in the said premises* being now vested, by certain mesne assignments in one C., [and] I *hereby* [having] consent[ed] to [the] *an* assignment of the said [term] *premises* by the said C. to one D. [hereby authorise such assignment on the terms in all respects of the said lease] *for all the residue of the said term Provided that this consent shall not authorise any further or new assignment, underletting, or parting wholly or partially with the possession of the said premises or any part thereof, or prejudice or affect any of the covenants, provisions and conditions in the said lease contained, except to the extent hereinbefore expressed.* As Witness &c.

In returning the "ewe lamb," duly slaughtered, the solicitor wrote: "As the licence is for the execution of my client, he is entitled to have the same prepared by me." He also wrote: "With regard to the costs of the licence, these are in practice usually agreed at a lump sum about the amount mentioned, without regard to the work, be it more or less, involved," (so the subordinate had accurately stated his principal's practice, be it more or less) "but as you do not agree this" [*sic*] "you will be liable to pay my client's detailed costs of and in connexion with the licence, and these will be furnished to you in due course on the taking up of the latter." There was a final reference to the provisions relating to the proper legal costs and other expenses of the lessor in relation to the licence, contained in s. 144 of the Law of Property Act, 1925, about which there had never been any contention. "Of and in connexion with" seemed to open a wide door, but the "detailed costs" have never been seen by the lessee. In a further letter of the 10th of November, the landlord's solicitor wrote: "Kindly let me have the engrossment" [*sic*] "so that I can obtain my client's signature and complete the matter. As to my costs, I will let you have a note of the same in due course, and these will be payable by you when taking up the licence." The lessee was discourteous enough to ignore this communication, and the proposed "engrossment." He was on excellent terms with the lessor, to whom he now offered what he considered the excessive sum of one guinea to end the matter, but was referred again to the solicitor.

In this *impasse* matters rested from the 10th of November until about the 31st of January, when "there was a certain liveliness," and the lessee learned that the landlord's solicitor had written to the assignee stating that there had been a breach of the covenant in the lease, and hinting at the possibility of a forfeiture! He himself had received no such complaint, and he immediately wrote to the lessor asking for an explanation, and wrote to the assignee's solicitor saying that he was prepared to defend any proceedings which the landlord might bring. The landlord replied that he had "never consented to any assignment unless a licence were given," and added that he could not recognise the new tenant.

Thereupon the lessee sent the landlord a cheque for one guinea, regretfully announcing his intention, unless he received the licence in the course of the next few days, to issue a writ in the Chancery Division asking for a declaration in the terms of the decision in *Young* v. *Ashby* [1903] 2 Ch. 112. In Woodfall's "Landlord and Tenant" the view is expressed that the words in a lease "such consent not being arbitrarily withheld," exclude a pecuniary consideration, or payment to the landlord. But this refers, presumably, to a premium, charge, or payment, demanded beyond the actual reasonable cost.

The questions for your readers are: Is it the practice for solicitors to demand an undertaking from the lessee to pay an indefinite sum? Is it their practice to intimate to the lessee their intention to deliver a bill of costs? Is anything more than a letter, or other short written consent in ordinary English, ever necessary, or reasonable? Where the licence is a mere copy, subject to the changes in the names of the parties, of former licences recently issued, is half-a-guinea, one guinea, or three-and-a-half guineas, the reasonable charge? Would the action for a declaration threatened by the lessee have determined this question, which is not without importance to the general public in London, in a generation when flats and other similar residences are constantly changing hands?

Company Law and Practice.

LXXIV.

REGISTRATION OF CHARGES.

Although the Companies Act, 1929, has now been in force for nearly eighteen months, it is obvious that there are some of its provisions which have been the subject of less comment than others, and which are therefore less likely to be, and are in fact, less generally known than they ought to be.

The additions made to the old s. 93, now s. 79, requiring (in addition to the existing requirements) the registration of charges created by a company on (*a*) calls made but not paid (*b*) a ship or any share in a ship, and (*c*) goodwill, patents, licences under patents, trademarks, copyrights and licences under copyrights, are matters of common knowledge, and I do not propose further to refer to them to-day. But experience

shows that there is a section, the effect of which is not infrequently overlooked, and that is s. 81. In outline the effect of it is that, where a company acquires property subject to a charge, it must register that charge.

The section only applies to companies registered in England, and only in the case of property acquired by a company on or after the 1st November, 1929. The test as to whether any charge subject to which the company acquires property is one of which particulars have to be registered under s. 81, is whether it is such a charge that, if it had been created by the company after the acquisition of the property, it would have had to be registered under Pt. III of the Companies Act, 1929. If these conditions precedent are present, then the company must furnish certain particulars to the Registrar of Companies for registration within twenty-one days after the date on which the acquisition is completed. A copy of the instrument, if any, by which the charge was created or is evidenced, must also be furnished.

In cases where the property is situate and the charge was created outside Great Britain, the time is extended to twenty-one days after the date on which the copy of the instrument could, in due course of post, and if despatched with due diligence, have been received in the United Kingdom. Section 85 also confers on the court jurisdiction to extend the time for registration under the Act in any proper case. Such an application is usually made by motion, though it can be made by summons; and it may be made by the company or by any person interested.

The particulars required are shown in the official form, which is Form 47B in the schedule to the Companies (Forms) Order, 1929; they are quite short, and no unnecessary detail is called for. The copy of the instrument, which, as is pointed out above, must also be furnished, is required to be certified to be a true copy, either under the seal of the company, or under the hand of some person interested therein otherwise than on behalf of the company (Companies (Forms) Order, 1929, para. 4). Thus it will be necessary, or at any rate advisable, in a case where a company acquires property subject to a charge to which s. 81 applies, for the company to get a copy of the instrument, if any, creating or evidencing such charge, before completion, for there is an obligation on the company to get the copy delivered for registration; and it is not impossible that the mortgagee after completion might refuse to be of any assistance in this way. It is clear that an abstract is not sufficient, so the company must see that it obtains a verbatim copy.

This section is perhaps most likely to operate in the case of purchases of land by companies, though there will be other occasions when it will come into play; some of the charges which are registrable under Pt. III of the Act are not likely to give any trouble under s. 81—for instance, it is not easy to imagine one company selling, and another one buying, calls which have been made but not paid subject to a charge thereon!

The section was introduced consequently upon a recommendation of the Greene Committee; it may be noticed that there is no suggestion in the section that the validity of any charge is to be affected by non-registration, and indeed, it could hardly be otherwise, seeing that a mortgagor may dispose of his property, subject to a mortgage, without giving any notice of such disposition to the mortgagee. There is a penalty imposed on the company and every officer in default of £50 per day for non-compliance with the provisions of the section (s. 81 (2), s. 365), but there is no other penalty, and the effect of the section does not appear to be large.

It may serve as a useful guide to persons who deal with a company in the case of a company whose affairs are properly administered, but it cannot be relied upon as an absolute protection, and is therefore somewhat in the nature of a trap for the unwary, who are proposing to enter into some transaction with a company. But if it is a trap for such persons, it may also, until its provisions get better known, provide a pitfall for companies which acquire property subject to charges, for though the penalties under the Companies Act are not enforced with the rigour with which they might be, there is always the risk of the company being made an example to others. So far as the officers are concerned this risk is small, as s. 365 (2) says, that for an officer to be in default within the meaning of the Act he must knowingly and wilfully authorise or permit the default. But whatever the result may be, all those who have to advise companies or their directors, should bear in mind the provisions of s. 81.

A Conveyancer's Diary.

Personal Representatives Assenting in their own favour.

In a letter published in another column, Mr. Wilfred Boulton raises the question whether an assent in writing is ever required by personal representatives to themselves.

In considering this question it must not be forgotten that an assent by a personal representative, with regard to land, is only a simple form of conveyance, and one which a personal representative is not bound to adopt.

By s. 36 (1) of the A.E.A., 1925, it is enacted that "A personal representative may assent to the vesting in any person who (whether by devise, bequest, devolution, appropriation or otherwise) may be entitled thereto . . . of any estate or interest in real estate to which the testator or intestate was entitled . . . and which devolved upon the personal representative." I have pointed out before that this subsection controls all of the succeeding sub-sections so far as regards the subject-matter. "Real estate" includes chattels real (s. 55 (1) (xix), and the whole of s. 36 applies only to assents or conveyances in respect of a legal estate in land.

Sub-section (2) provides that an assent shall operate to vest the legal estate (that is to say, has the effect of a conveyance) and, unless a contrary intention appears, shall relate back to the death of the deceased. Sub-section (3) enables the statutory covenants to be implied, as in a conveyance, by use of the expression "as personal representative." Sub-section (4) is the important one for the present purpose. It reads:—

> "An assent to the vesting of a legal estate shall be in writing signed by the personal representative and shall name the person in whose favour it is given and shall operate to vest in that person the legal estate to which it relates; and an assent not in writing or not in favour of a named person shall not be effectual to pass a legal estate."

I do not think that I need refer to the subsequent sub-sections, except to mention that in sub-ss. (5), (7) and (9), the expression used is "an assent or conveyance," not "an assent" merely.

It is upon sub-s. (4) that the question now under consideration turns.

As already indicated, there is no magic in "assent" as distinguished from "conveyance." The real question is whether or not a conveyance is necessary. If it is, it may be done in the form of an assent.

There are, at any rate, three cases in which the question arises: (1) Where a testator has devised land to trustees upon trust for sale and appointed the same persons to be executors; (2) where the personal representatives of a deceased tenant for life are also the trustees of the settlement and as such entitled to have the land vested in them, either as trustees for sale under the settlement or under s. 36 of the S.L.A.; and (3) where a personal representative is himself beneficially entitled to the land. I suggest that in none of these cases is any conveyance required. If that be so it follows, of course, that no written assent is necessary.

Taking the first instance, which is by far the most common case: before 1926, when executors and trustees were the same

persons, there can be no doubt that as soon as their duties as executors had been performed, they automatically became trustees. There was an implied assent in their own favour in the latter capacity. I do not see that the A.E.A. has altered the law in that respect. Sub-section (4) of s. 36 provides that an assent (where that form of conveyance is used) must be in writing, in order to "pass a legal estate." The penalty, as it were, for giving an assent which is not in writing, is that no legal estate can pass under it.

In the case we are considering, no passing of the legal estate is required. That estate is already vested in the persons who are both executors and trustees, consequently sub-s. (4) does not affect the matter at all. I see no reason why the executors as such should convey to themselves as trustees, and so, as it seems to me, no written assent is called for.

Turning to the second case, I think that the same contention applies.

Mr. Boulton makes a point in favour of this view in his reference to s. 36 of the S.L.A., 1925.

It will be remembered that under that section, where, after the commencement of the Act, settled land is held in trust for persons in undivided shares, the trustees of the settlement "if the settled land is not already vested in them" may require the estate owner in whom the settled land is vested to convey the land to them. If on the death of a tenant for life it transpires that the land devolves in equity upon persons in undivided shares and the personal representatives of the tenant for life are also the trustees of the settlement, the land is "already vested in them," and no conveyance is required. That certainly appears to support the view that in other similar cases a conveyance is unnecessary. It would be somewhat of an anomaly if in the first case there must be a conveyance or assent and not in the second case.

With regard to the third case, there appears to be no difference in principle between this and the others. The executor has the legal estate and the beneficial interest as well and any conveyance from him must be effectual to pass both (cf. *Re Alefounder's Will Trusts* [1927] 1 Ch. 360). What use it could be for him to convey to himself or assent in his own favour I do not see.

On the other hand as a matter of convenience it will generally be best for executors who are also trustees to execute an assent so as to show that their duties as personal representatives have come to an end. At the same time, if trustees for sale are expressed to sell as such, that alone is, in my view, sufficient evidence that they are holding as trustees and not as executors.

It may be said that there is an advantage in having a written assent in such cases, because there would then be an endorsement on the probate under s. 36 (5) of the A.E.A. and the assent itself would be conclusive under sub-s. (7). There really is not much to be said for this, because a conveyance from the trustees could recite the will showing the devise to the trustees and that they and the executors were the same persons.

Mr. Boulton refers to *Edwards* v. *Ransomes and Rapier* (1930), 143 L.T.R. 594. I do not think that that case is in point.

There an executor, as such, registered as the holder of debentures in a company being entitled beneficially, claimed to be registered in his personal capacity without a transfer, and the question turned upon the contract contained in the debentures. In any case, s. 36 of the A.E.A. only refers to real estate.

Against the view which I have expressed, it must be said that judges have several times referred to the necessity for executors executing an assent in their own favour as trustees. That was so in *Re Cugny* [1931] 1 Ch. 305. It seems to have been assumed that such an assent was required. The point has never been the subject of an actual decision.

Mr. Alexander Henderson, solicitor, of Linlithgow, left personal estate of the gross value of £11,600.

Landlord and Tenant Notebook.

Remedies for Landlord's Failure to Repair.

Generally speaking, a lease under which the lessor undertakes responsibility for repairs does not work satisfactorily. The tenant constantly finds that he has to approach his landlord in respect of trivialities, which, however, "all mount up"; or else he has to pay for minor repairs himself, though their cost has been allowed for when fixing the rental. If the landlord, when approached, shews reluctance in responding, the lay tenant considers himself entitled to have the work done and to deduct the amount expended from the next payment of rent; but unless he is prepared to pin his faith to a case decided in the reign of Queen Elizabeth, he may find the consequences unpleasant. If there is no landlord's covenant, but the property is within the scope of the Housing Act, 1925, he may achieve something by complaining to the sanitary inspector (see Article in issue of 11th April, p. 239); but this will only apply if and in so far as the disrepair makes the premises unfit for habitation: see *Jones* v. *Green* [1925] 1 K. B. 659. His proper remedy is, of course, an action, and the measure of damages has, it is true, been satisfactorily settled by *Hewitt* v. *Rowlands* (1924), 93 L.J.K.B. 1080, C.A.; but no one wants to sue his landlord for minor breaches of a covenant.

The Elizabethan decision referred to is that in *Beale* v. *Taylor* (1696), 1 Leon. 237. The report, originally made in the French language, is very terse and clear in translation; it was held "that if a lease for years be made, and the lessor covenants to repair during the term; if now the lessor will not do it, the lessee himself may do it, and pay himself by way of retainer of so much of the rent." It should be noted that the ruling says nothing about periodic tenancies; but what is remarkable is that an authority of this nature appears never to have been cited, followed, applied, distinguished or disapproved in any reported case since.

There is, however, a *dictum* in an eighteenth century case, *Waters* v. *Weigall* (1794), 2 Anst. 575, which supports the proposition to a certain extent. The plaintiff-tenant was under a covenant to repair "accidents by fire and tempest excluded"; a storm having done some damage, he effected repairs and thereby saved further damage from accruing; and in the action he filed a bill asking to be allowed to retain the amount spent out of rent due. The defendant successfully demurred to this, on the ground that he was not liable for repairs. It was, however, said: "If the landlord is bound . . . . to repair, and you were right in expending this sum in repairs for him, it is money paid to his use and may be set-off against the demand for rent."

The tenant who seeks to repudiate the tenancy because of the non-repair will be equally hard put to it to justify his action. An authority which could be cited would appear to be the direction given by Abbott, L.C.J., to the jury in *Edwards* v. *Hetherington* (1825), Ry. & M. 268, N.P., a case in which the agreement made no reference to repairs at all. But Abbott, L.C.J., appears to have thought that if premises were in a very bad state, the tenant, who held from year to year, could avoid the agreement. "It is for you to say whether such serious reasons existed as would exempt the defendant . . . on the ground of no beneficial use." This appears to have been followed in *Collins* v. *Barrow* (1831), 1 Mod. & R. 112, in which the tenant had quitted because drainage was insufficient; it was ruled that if he established that this was through no fault of his, and could only be remedied at great expense, he was not liable for rent.

In the earlier case of *Hunt* v. *Silk* (1804), 5 Ea. 449, it was the tenant who took the offensive, suing for the return of £10 paid in consideration of the defendant promising to execute repairs and grant a lease within ten days. It was, however, part of the agreement that the plaintiff should have possession during

the ten days, and his claim accordingly failed in so far as it alleged failure of the consideration. Nor was he able to claim rescission, for it was not possible to restore the original state of affairs.

In *Surplice* v. *Farnsworth* (1844), 7 Man. & G. 576, a claim for rent against tenants who had quitted a mill on its falling into disrepair, a good deal of authority was cited on behalf of the defendants by Serjeant Byles. There was some doubt as to whether the lessor was in fact bound to repair, though once during the term the tenants had repaired and deducted the cost without objection, but at all events the decision of the court makes it quite clear that even if a landlord expressly covenants to repair, no condition will be implied, though the agreement be not under seal.

Our County Court Letter.

SALES OF SPURIOUS ANTIQUE SILVER.

THE purchaser's right of rejection, and his liability for payment, were considered in the recent case of *Tyrrell* v. *Brooks*, at Ludlow County Court. The claim was for £29 18s. 6d. as the price of four George III oval-handled salt bowls, but liability was denied on the ground that the contract was illegal under the Gold and Silver Wares Act, 1844, s. 2, which makes it a felony for any person to have in his possession (without lawful excuse) any wares bearing a transferred hall-mark. The plaintiff was the executor of the former owner of the articles, and had sold them by auction on condition (*inter alia*) that the lots were sold with all faults and errors of authenticity, and with no warranty whatever. The defendant had submitted the bowls to the Goldsmiths Company (the authority for enforcing the above statute) and a London silversmith gave evidence that the hall-marks had been transferred. No fraud was alleged against the plaintiff, as the articles also bore the crest of the testator's family, in whose possession they had been for many years. His Honour Judge Ivor Bowen, K.C. (in a reserved judgment), pointed out that the defence had not obtained the best evidence, as no officer from Goldsmiths' Hall had been called. The above Act was a penal statute, and therefore must be strictly construed, and it was doubtful whether the executor or the auctioneer ever had the goods in their possession within the above section, and in any case they were not dealers within s. 14. If, however, the plaintiff did have the goods in his possession, the evidence was that (1) he had lawful excuse for such possession, and (2) he had no knowledge of the transposition of the hall-marks, as he was not an expert, and was honestly and lawfully administering his testator's effects. Having acted in good faith, and without negligence, the plaintiff had committed no offence under s. 2 (*supra*), and was accordingly entitled to judgment, with costs on Scale C, as the action involved difficult and novel points of law upon a matter of general and public interest.

HEAT STROKE AND WORKMEN'S COMPENSATION.

IN *Pugh* v. *Worcester New Gas Light Company*, recently heard at Worcester County Court, an award was claimed by reason of the death of the applicant's husband on the 27th August, 1930. This was the hottest day of the year, and the deceased, while employed on the heavy work of shovelling coal out of a railway wagon, had collapsed with heat stroke, from which he died the same evening. A fellow workman stated that there was no air in the trucks, the metal sides of which were too hot to touch, and the medical evidence was that the deceased had not the same chance of avoiding heat stroke as ordinary members of the public, as (1) he would be under the direct exposure of the sun's rays, which would be concentrated upon him, and (2) there would be no currents of air in the truck, where the atmosphere would be stagnant. His Honour Judge Roope Reeve, K.C., observed that the issues were (*a*) Was the death due purely to weather conditions or to the exceptional circumstances in which the deceased had to meet those conditions? and (*b*) Was the deceased more exposed than other people owing to his occupation? It was held that the deceased was more exposed, and an award was accordingly made of £324 and costs. It is noteworthy that in previous cases of this nature an award has only been made when the death occurred in the tropics, as in *Morgan* v. *Owners of ss. Zenaida* (1909), 25 T.L.R. 446, and *Davies* v. *Gillespie* (1911), L.T. 494. In cases of death in Great Britain an award was refused in *Blakey* v. *Robson* [1912] S.C. 334, and in *Rodger* v. *Paisley School Board* [1912] S.C. 584.

Practice Notes.

RESPONSIBILITY FOR ANIMALS *MANSUETÆ NATURÆ*.

THE need for proof of *scienter* against the owner was recently illustrated at Worcester County Court in *Smith* v. *Tanner*, the plaintiff's case being that the defendant kept upon his premises a goat which was vicious and accustomed to attack and injure mankind (as the defendant well knew), and that he failed to keep the goat under control and suffered it to be unattended on the highway, where it attacked and gored the plaintiff, causing her personal injury, loss and damage to the amount of £20. The plaintiff's evidence was that she drove the goat from her premises, but, on reaching the road, it turned round and gored her leg, and its wildness was shown by the fact that another neighbour had trouble with it the same morning. The medical evidence was that the plaintiff had sustained a rupture of a varicose vein, which bled profusely, and the loss of blood caused her to remain three weeks in bed. His Honour Judge Roope Reeve intimated that a case had been made out, and judgment was given for the plaintiff by consent for £12 10s. without costs.

INDEMNITY FOR WORKMEN'S COMPENSATION.

IN *Carlton Urban District Council* v. *R. Keetch and Son*, recently heard at Nottingham County Court, the claim was for £67 2s. 8d. by way of indemnity for compensation paid to an injured workman. The defendants' lorry had delivered a load of pipes and a manhole cover, on a housing estate, and a workman was sent to move a pipe which was impeding the unloading. At that moment the backboard of the lorry was lowered, but the side also fell (owing to defective hinges) and the workman's hand was permanently injured. The plaintiffs contended that the accident was due to the action of the defendants (in sending out a lorry in which replacements had been overlooked) and the defence was a denial of negligence, but His Honour Judge Hildyard, K.C., gave judgment for the plaintiffs, with costs. The converse situation (the clearing of a site by a local authority) was held to fall within the description of their "trade or business" under the then equivalent of the Workmen's Compensation Act, 1925, s. 6, in *Mulrooney* v. *Todd and Bradford Corporation* [1909] 1 K.B. 165.

RECORDER'S RETURN TO DOVER.

Sir Archibald Bodkin, former Director of Public Prosecutions, was welcomed on his re-appointment as Recorder of Dover at the Borough Quarter Sessions. The Mayor of Dover (Captain F. R. Powell) said that Sir Archibald's family had been connected with the Recordership of Dover since 1833, when his grandfather was appointed first Recorder of the town. Subsequently, in 1901, Sir Archibald took over the Recordership, which he held until 1920, and now Dover had great pleasure in welcoming him back, and hoped he would be spared to hold office for some years to bring the family record up to 100 years. Mr. Henry G. L. Davidson welcomed the Recorder on behalf of the Bar.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Vendor and Purchaser—Proof of Pedigree.

Q. 2190. A died in 1884 intestate possessed of leasehold property, leaving (it is stated) a widow and three children, B, C and D. The widow obtained grant of letters of administration to the estate of A in 1885. The child B died intestate and unmarried in 1903 aged eighteen. No grant was obtained in respect of her estate. C died in 1919 (aged thirty-eight), and by her will left all her estate to her sister, D, and appointed her executrix. The widow died in 1920, and by her will (made in 1885) appointed X executor and trustee and bequeathed her estate in trust for her children who should attain twenty-one or being daughters attained that age or married if more than one equally. In 1921, X, as executor of will of the widow, assented to the bequest to D as sole residuary legatee. D, who has been in possession since 1921, has contracted to sell as absolute owner the leasehold property which formed part of the estate of A.

(1) Should the purchaser's solicitor insist on representation being taken out by D to the estate of B ?

(2) Can the purchaser require proof of the marriage and issue of A and death of B to be furnished at vendor's expense ?

At the time of A's death the property was mortgaged by assignment, and the widow in 1903, having discharged the mortgage, obtained re-assignment of the property into her own name.

A. (1) We think that a grant in the estate of B may, in view of the lapse of time, be dispensed with.

(2) The marriage of A and death of B are presumably on record and the purchaser can obtain certificates (at his own expense) if so minded. We express the opinion that the purchaser is entitled (subject to any special conditions of the contract) to be supplied with proof that A was but once married and of his issue at the vendor's expense.

Restrictive Covenant not to Sell at Less than Given Price —Enforceability.

Q. 2191. In 1921 a tenant for life under the S.L.A. conveyed settled land to a purchaser. The purchaser entered into the following covenant: "And the purchaser hereby covenants and agrees with the vendor to the intent that the burden of this covenant shall follow the plots of land intended to be burdened with the performance and observance of the stipulations contained in the schedule hereto to perform and observe the same." The covenant with which we are concerned is one restrictive of selling price. The land was then conveyed to two intermediate purchasers and is now vested in our client, who covenanted with his vendor to observe the covenants contained in the conveyance of 1921. Meanwhile the tenant for life with whom the covenant was made has died in 1929, and the present tenant for life is a lunatic not so found. The original covenant was made with the vendor without reference to his successors in title, and the benefit was not imposed for the benefit of any adjoining land although the vendors did retain freehold ground rents in the neighbourhood. The covenant was therefore a purely personal one so far as the benefit was concerned. Can you advise us :—

(1) Whether all right to enforce the covenant ceased on the death of the tenant for life as a personal chose in action ?

(2) If not, does it become enforceable by the personal representatives of the deceased tenant for life, or by the present tenant for life, or by the trustees of the settlement (as capital money) ?

A. We do not think the present owner need worry about the covenant not to sell below a given price. In our view such a covenant, if unlimited as to time, would be held void as a repugnant condition, though there is no direct authority that we are aware of. Assuming the covenant was ever enforceable, it could not be enforced by any person other than the covenantee, unless it was clearly or by necessary implication made for the benefit of other land, and it could not be enforced by the personal representatives of the covenantee, as they have no interest sufficient to sustain an action. *L.C.C.* v. *Allen* [1914] 3 K.B. 642, and *Kelly* v. *Barratt* [1924] 2 Ch. 379, may be usefully referred to.

The Landlord and Tenant Act, 1927.

Q. 2192. In drafting a lease for seven years which is being granted by my clients in pursuance of the provisions of the Landlord and Tenant Act, 1927, on the expiry of an existing lease, is it desirable to insert a recital that the lease is so being granted ? I am not clear what will be the position at the end of the seven years as to a claim for compensation or a further lease if it is not shown in the lease now to be granted that it is made in satisfaction of the tenant's claims under the Act. I do not think it relevant, but I might add that the present rent under the existing lease is £80 per annum and the new rent will be £195.

A. A recital that the lease is being granted in pursuance of the above Act will not affect the position at the end of the seven years, when the Act will presumably still be in force. The tenant will then have fresh rights under the Act, as these are not exhausted through having once been exercised. The present lease is only "made in satisfaction of the tenant's claims under the Act" at the present period, and, as no useful purpose will be served by a recital to that effect, it is not desirable to place the fact on record. In any case, the term is short, and any necessary evidence (as to the reasons for granting the lease) will be available from other sources.

Possession for Non-payment of Rent.

Q. 2193. A client of mine is the owner of a house in flats; he resides in the upstairs of the house and downstairs is let to a tenant. The present tenant was in occupation of the flat prior to the date when my client became the owner, and was then paying 10s. 7d. per week in rent from May, 1926, and continued to pay this rent until 1929. In 1929, the rateable value of the property was increased, with the result that the rent was increased. The landlord has made demands to the tenant for the increased rent, which he has failed to pay, and is now considerably in arrear. The house is controlled. What, if any, remedy has the landlord against the tenant to recover the arrears of rent ? Has the landlord the right to give the tenant notice ? It is to be observed that the landlord has no particulars as to the standard rent, that is, the rent in 1914. What procedure do you suggest to adopt ?

A. The landlord should give notice to quit and then sue for arrears of rent and for possession under the Rent Act, 1920, s. 5 (*a*), on the ground of non-payment of rent. The tenant's defence may be that the claim is excessive, but the landlord can amend and claim the lesser sum, if he accepts the tenant's version of the amount of the standard rent. The fact that the landlord claimed too much rent will be no answer to the claim, although the order for possession will doubtless be suspended so long as the tenant pays the correct rent and something in respect of the arrears.

Correspondence.

Powers of Sale of Personal Representatives of a Tenant for Life.

Sir,—As a regular reader of your excellent journal, I was interested in the remarks in the "Conveyancer's Diary," of your issue of the 14th March. A further point not dealt with by your contributor or by the case of *Re Cugny* is the question of whether, in the circumstances of *Re Cugny*, where the trustees are the same persons as the executors or administrators of the deceased tenant for life, any assent at all is indeed necessary. It is expressly stated in s. 36, sub-s. (4) of the Administration of Estates Act that an assent shall be in writing when relating to a legal estate and by s. 36 (1) of the Settled Land Act the case of where the settled land is already vested in the trustees is expressly excepted. Accordingly, I would submit with the greatest deference that in the following cases no assent in writing is necessary at all :—

(1) Assent by executor or administrator of the deceased tenant for life to himself as trustee of the settlement.

(2) Assent by an executor, administrator or trustee to himself beneficially.

This result appears to be borne out by the recent case of *Edwards* v. *Ransomes & Rapier, Ltd* (1930), L.T. 594, which, while certainly dealing with personalty and not realty, appears to be on all fours.

Possibly you might have space to deal with this point at some time.

London, E.C.1. WILFRED BOULTON.
26th March.

Summary Justice.

Sir,—I have read the article in your issue of the 28th March entitled "Summary Justice" with such patience as I can command, but after having done so I really do not know whether your contributor wishes the article to be taken seriously or not. His statements are so reckless and extravagant that I entertain real doubts on the subject. He seems to have been singularly unfortunate in his "nearly thirty years'" experience of Benches of Magistrates and their learned clerks. Had he not assured us to the contrary, one might have been forgiven for thinking that his experience ceased, rather than began, thirty (or even more) years ago.

My experience, which is approximately the same length as his, has been much more fortunate. I have found that lay Benches of Magistrates, assisted by their clerks, are, on the whole, as satisfactory tribunals for dealing with the class of case they have to try as any other. The gentlemen appointed to the Bench are, for the most part, men of affairs, accustomed in their daily lives to weigh facts and make decisions, and are quite capable of arriving at sound and common-sense conclusions on the facts they have to try. In the country town the clerk is generally one of the leading, if not the leading, solicitor in the district, and perfectly capable of understanding and applying the law which his Bench has to administer. I notice your contributor compares the knowledge of magisterial law possessed by the average clerk with the knowledge of surgery of a village chemist. To that, I would counsel him not to be silly.

I demur to the suggestion that only barristers *per se* are capable of administering the criminal law. The mental and professional equipment possessed by the average solicitor is in no way inferior to that of the average barrister and the specialised knowledge of criminal law and its administration possessed by the average clerk is no whit inferior to that of the average barrister. And finally I do not think that the appointment of travelling stipendiaries suggested by your contributor would be any better than the present arrangement—it would, in fact, be definitely worse unless the stipends were sufficiently large to attract lawyers of more than average ability, in which case the expense would be prohibitive. The appointment of barristers or solicitors whose practices were sufficiently indifferent to be attracted by the stipends economically possible, might relieve congestion at the Bar or in the solicitors' branch, but would it be an improvement on the present situation? I am quite certain that it would not.

I have always felt that in view of the importance of the position nowadays of the clerk, he should occupy a seat on the Bench beside the Chairman—like a judge Advocate at a general court-martial whose functions are similar to his own. He would not, of course, vote. But his position there might prevent the creation of the impression in some courts that the clerk runs it. It always strikes me, as an advocate, that it is a trifle confusing when submitting points of law to a Bench. One addresses the Bench on high, but any questions raised come, of course, from the clerk below, and it is difficult not to address him thereafter. And it would make solutions by the clerk of sudden and unexpected difficulties of the Bench not quite so apparent. But otherwise, as an advocate of twenty-five years' standing, I have no quarrel with the present system.

Bakewell, Derbyshire. BRODIE VAUGHAN.
30th March.

Re Land Charges.

Sir,—We think that the present system of registration of local land charges is in immediate need of simplification and reform. We are constantly finding that a search in the local land charges register does not disclose all the incumbrances registered against the property, it being necessary to search a second register kept by a county council to make sure that there are no further charges. It seems to us that there is no point in having the two registers for the same property and it is obvious that considerable time, trouble and expense would be saved if all local charges were registered at one registry. We contend that all incumbrances on properties should be registered at the land registry, thereby dispensing with the local searches. The advantages of such a scheme are obvious. Bankruptcies are already registered in London, and there seems no valid reason why the registration of other incumbrances on properties should not be centralised in a similar manner.

London, W.1. A. E. HAMLIN, BROWN & Co.
16th April.

Legal Fictions.

Sir,—Legal fictions seem to die very hard in the United States. I have before me a "Summons and complaint to quiet title," in which, after naming certain individuals as defendants, the following are included: "One Doe, Two Doe, Three Doe, Four Doe, Doe & Roe, a co-partnership, One Doe Company, a co-partnership, Two Doe Company, a co-partnership, One Doe Corporation, a corporation, and Two Doe Corporation, a corporation," and in the plaint there is a paragraph as follows :—

"That plaintiff is ignorant of the true names of defendants "One Doe, Two Doe, Three Doe, Four Doe, Doe & Roe, "a co-partnership, One Doe Company, a co-partnership, "Two Doe Company, a co-partnership, One Doe Corpora- "tion, a corporation, and Two Doe Corporation, a corpora- "tion, and said defendants are sued herein by such fictitious "names for that reason; that plaintiff asks leave of the "Court to insert the true names of said defendants when "they become known."

I think some of your readers may perhaps be interested in this instance of a progressive country adhering to antiquated legal fictions.

London, W.C.1. T. S. CURTIS.
20th April.

County Court Letter, 21st March, 1931, pp. 202-3.

Sir,—The decision in *Peck* v. *Pipe* appears to be contrary to the general opinion and against some previous articles in your paper. Would it be possible to review all the cases and state what you think is the law ?

With reference to the last paragraph of the article quoting the National Insurance Act, 1911, s. 47. Is not this section repealed (National Health Insurance Acts, 1918-24).

Shropshire, LUCAS, BUTTER & CREAK.
31st March.

[The decision in *Peck* v. *Pipe* (as pointed out in the last paragraph of the County Court Letter referred to) is only of local application, i.e., in the sixteen English counties excluded from the National Insurance Act, 1911, s. 47. It is true that this section was in terms repealed by the National Health Insurance Act, 1924, s. 26 (1), but this only related to the amount of contributions and benefits under the insurance scheme, and the first-named section (and the orders made thereunder) are still relevant as being declaratory of the common law in any particular county in which the above question may arise. County court decisions from the questioners' county (Shropshire) were therefore not relevant in Suffolk, the scene of the decision in *Peck* v. *Pipe*, *supra*, which was based upon *Niblett* v. *Midland Railway Company*, cited in the same County Court Letter. The remarks of Mr. Justice Phillimore in the last-named case (reported 96 L.T. 464) were certainly *obiter* with regard to agricultural labourers, but, although leave to appeal was given in *Peck* v. *Pipe*, the case has not appeared in the Civil Paper up to the 18th April. A review of the cases does not appear to be called for, as the decision does not affect the position in the majority of English counties or in Wales.—YOUR CONTRIBUTOR.]

Reviews.

Browne and Latey's Law and Practice in Divorce and Matrimonial Causes (incorporating Oakley's Divorce Practice). By WILLIAM LATEY, M.B.E., Barrister-at-Law, and D. PERRONET REES, of the Divorce Registry. Eleventh Edition. Sweet & Maxwell, Ltd. 1931. £2 10s. net.

This text-book, which lately has gone under the name of "Browne and Watts," is published at a time when there is a wealth of recent decisions on both law and practice to be digested and incorporated in text-book form, and the authors are to be congratulated upon this great opportunity, although it must substantially have increased their labours. Most fittingly, the book is dedicated to Lord Merrivale, the President of the Divorce Court, as the book has been remodelled and to a large extent re-written in order to accommodate the changes in law and practice which have occurred during the last decade which began the term of his lordship's presidency.

Perhaps the more important of the recent leading cases treated in this volume are *Apted* v. *Apted and Bliss*, in which the President laid down the principles to be followed by the court in granting decrees in "discretion" cases; *Inverclyde, otherwise Tripp, v. Inverclyde*, in which Mr. Justice Bateson held that the court of the domicil has exclusive jurisdiction in suits for nullity on the ground of impotence; and *Woolf* v. *Woolf*, in which the Court of Appeal reviewed the law and practice in "hotel" cases.

Newly included in this edition are chapters on the Conflict of Matrimonial Laws; the Poor Persons' Rules and Divorce on Assize; and on Points of Procedure.

The scope of the book is comprehensive indeed, dealing, as it does, with all matters within the jurisdiction of the Divorce Court, including legitimacy declarations and appeals from the summary jurisdiction of magistrates.

The practitioner has the law, practice, precedents and sections of relevant statutes all to hand in the same volume. Even the historically minded are faithfully dealt by, for they may learn from appropriate appendices that Sir Cresswell Cresswell was the first Judge Ordinary, and what the proposals of the Royal Commission on Divorce were in 1912.

Ballads for Broadbrows. By A. P. HERBERT. Benn 6s. net.

This collection of humorous verses by the present-day Gilbert, Mr. A. P. Herbert, with illustrations by Mr. L. Stampa, will delight many readers. In "I've got the giggles to-day!" the modern young woman is justly satirized. The poor dear finally fetches up in the Divorce Court.

"I've got the giggles to-day!
It's really too funny to miss
Mother in tears! And how many years
Has mother been living for this?
I've only just noticed that Albert is fat,
And why do the clergy wear collars like that?
Oh! hold me or else I shall fall—
I'll never be married at all!
'Obey,' did you say?
Please take me away
For I've got the giggles to-day!"

Poor Mary's married life was short,
A rumpus of a painful sort,
And then they questioned in the Court
Her matrimonial fitness;
But when the lawyer sought to pry
Exactly what she'd done and why
This most unsuitable reply
Was uttered by the Witness—
"I've got the giggles to-day!
And you're such a master of chaff;
I cannot recall what happened at all
Because you keep making me laugh.
Well, why do you wear those ridiculous bibs?
I'm going home now, for it's hurting my ribs,
Of course you were born at the Bar,
You don't know how funny you are!
Some other time
We'll chat about crime,
But I've got the giggles to-day!"

Harsher measure is dealt out to municipal kill-joys in "Let's stop Somebody from doing Something," and "A Song of the North." The latter contains the following lines reminiscent of Burns' attacks on the "unco guid":—

"They've stopped the band from playing in the Park
On a Sunday.
For Mendelssohn seemed too much like a lark
On a Sunday.
They've stopped the music in the Park,
They chase the couples after dark,
But dogs are still allowed to bark
On a Sunday.
Nowhere to sit,
Walk up and down,
Mustn't have music
In this pious town.
The Mayor thinks Handel bad for my soul,
But he's playing golf—at the nineteenth hole;
And, oh my! I'm ready to cry:
I've blistered my feet
Walking the street
On a dreary and drizzly,
Granny's own grisly,
Moral Municipal Sunday!"

The book concludes with an apologia in prose, rehabilitating the status of "light or comic poetry." It is entitled "Brief Lecture to a Serious Poet," and points out, among other

things, that strict adherence to technique is demanded of the comic versifier, and that he is never forgiven if he fails in this respect. No "explosive inspiration or revolt of youth" will excuse him, as they, on occasion, do the serious poet. In short that it is a very hard school of writing.

The Economic Studies of a Lawyer. By JOHN H. ROMANES, W.S. Edinburgh: W. Green & Son Limited. 1930. 3s. 6d. net.

Long ago Walter Bagehot wittily expressed the popular conception of a political economist as a person who "writes upon value; says that rent is—you cannot very well make out what; and talks excruciating currency"; but no one who takes up Mr. Romanes's pleasantly written little book need fear being engulfed in the deepest mysteries of political science or discussions about "excruciating currency." Founding himself upon the wise counsel of Mr. Justice Oliver Wendell Holmes given in an address delivered some years ago to a Boston audience that every lawyer ought to seek an understanding of economics, and that for the rational study of the law while the black-letter man may be the man of the present, the man of the future is the man of statistics and the master of economics, Mr. Romanes seeks to enforce this advice in the articles contributed to various periodicals which make up this volume, prefacing them with an attractively written autobiographical sketch in which he tells how he came to find a special interest in the subjects with which he deals. About trade unions and their position in this country and in France he has a good deal to say which is of topical interest, and his account of the village economy of Lauder, the Berwickshire burgh, which earlier attracted the notice of Sir Henry Maine, will appeal to all who love to note the survival of old modes of agricultural and pastoral arrangements. As a good Scotsman, Mr. Romanes has naturally a profound reverence for Adam Smith, of whom there is an admirable portrait prefixed to the volume, and who is the subject of two of the papers comprised in it.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 21st April, 1667, died Roger Hill. During the Civil War, his sympathies lay with the Parliament, and though he did not take part in the trial of Charles I, his name was in the commission.

Under Cromwell, he became first a serjeant and subsequently a Baron of the Exchequer. Finally, he was transferred to the Upper Bench as it was then called. On the Restoration, he was not confirmed in the degree of serjeant.

He married three times, tho' his last wife, who had already been twice a widow, survived him.

THE ESSENTIAL ASPIRATE.

In a recent case before Hawke, J., the names of both the parties and all the witnesses began with "H." His lordship laughingly warned counsel not to drop any of the H's.

At least two learned judges have been a little uncertain of their aspirates—Channel, J., and Jessel, M.R. When the latter was at the Bar, he once had occasion to examine a Frenchman through an interpreter of extraordinary obtuseness. At one point Jessel told him to explain to the witness that his last question "'ad nothing to do with 'eating the pipes." This was passed on in the following form: "*Monsieur l'avocat vous prie de croire qu'il ne s'agit nullement dans son interrogatoire de manger les tuyaux.*"

POWERFUL ADVOCACY.

"Don't search the spectators for weapons. It gives the jury a bad impression," said an advocate defending a gunman at Chicago recently.

This sentence reminds one of a forensic speech delivered in the early days of the Australian colonies. "Gentlemen," said the barrister, "the prisoner is my very dear personal friend and if he falls by your hands, I will avenge his honour and my loss. As a gentleman of an ould Irish family, who can snuff candles with a revolver at twelve paces, I call upon you to place my friend right in the eyes of society."

Verdict—"Not guilty."

A WELCOME VISITOR.

Of those who descended last term from more lordly heights to fill the decimated ranks of the King's Bench and Chancery judges, none was more welcome than Lord Russell of Killowen. Never at fault on a point of practice or a point of courtesy, sifting unerringly grain from chaff in the facts and the law before him, he brightened his court with a quiet humour which had the virtue of never travelling away from the point in discussion.

At the end of last term, a witness before him was asked whether his partner had ever accused him of being the worse for drink. "He said so," was the reply, "but being a teetotaler, he was rabid. In the market it's recognised that you must do business in tea-shops, inns and public-houses." "And he took the tea-shops?" suggested Lord Russell with a smile.

Notes of Cases.

Privy Council.

Lovibond *v.* Governor-General of Canada.

Viscount Dunedin, Lord Thankerton, and Lord Russell of Killowen. 25th July, 1930.

CANADIAN PETITION OF RIGHT—FIAT OF GOVERNOR-GENERAL REFUSED—PETITION FOR SPECIAL LEAVE TO APPEAL—NOT A DETERMINATION BY A JUDICIAL OFFICER—JUDICIAL COMMITTEE ACT, 1833 (3 & 4 Will. IV, c. 41), s. 3.

This was a petition for special leave to appeal against a refusal by a Governor-General of Canada to grant his *fiat* for the hearing of a petition of right.

The petitioner, George Pardew Lovibond, was at all material times the registered owner of first, second and third preference stocks and of common stock in the Grand Trunk Railway Company of Canada. He alleged that he and other holders of the stocks, whom he represented, had been deprived, without compensation of any kind, of their stocks by the action of the Government of Canada, as he submitted, illegally and under cover of statutes which were invalid and *ultra vires* the Dominion of Canada. The petition stated, *inter alia*, that the Grand Trunk Railway Acquisition Act, 1919, provided by s. 2 that the King might enter into an agreement with the Grand Trunk for the acquisition of the entire capital except the guaranteed stock. By s. 6 the value, if any, of the first, second and third preference stocks and the common or ordinary stock then issued and outstanding was to be determined by a board of arbitrators. Section 7 provided for the ratification of the agreement by a majority in voting power of the holders of the stocks enumerated in the preamble to the Act. By s. 10 the Governor in Council might make such orders as were deemed requisite to vest in the Government of Canada any of the preference or common stock not transferred to the Government or its nominees under the Act. The Act was never submitted for the approval of the stockholders of the Grand Trunk before it was passed. An Order in Council passed on the 19th January, 1923, after reciting that the majority of the arbitrators appointed under the Acquisition Act had decided that the preference and common stock had no value, and that no part thereof had been transferred to His Majesty nor to the Government, declared that the whole of the preference and common stock of the Grand Trunk was

the property of the Minister of Finance in trust for His Majesty, and directed that proper entries thereof in the stock registers and other books of the Grand Trunk in that behalf should be forthwith made. The petitioner submitted that all Acts or Orders passed, agreements made, resolutions passed and things done in so far as they affected the rights of any holders of the preference or common stock of the Grand Trunk were contrary to the British North America Act, 1867, and *ultra vires*, illegal and void. It was further alleged that before the presentation of the petition the petitioner and other holders of the above-mentioned stocks had constantly protested that their rights were being violated and they had entered into prolonged negotiations with the Government of Canada. The petition of right was left with the Secretary of State on or about the 17th January, 1929, for submission to the Governor-General in accordance with s. 4 of the Petition of Right Act (R.S.C., c. 158), which provided that: "The petition shall be left with the Secretary of State for submission to the Governor-General so that he may consider it and if he thinks fit grant his *fiat* that right be done." After a delay of six months, the Under-Secretary of State on the 10th July, 1929, on behalf of the Secretary of State, intimated that the *fiat* had been refused. The petitioner now submitted that such refusal of a petition showing a good cause of action was wrongful, and that an appeal lay to His Majesty therefrom as being a determination of a judicial officer within the meaning of s. 3 of the Judicial Committee Act, 1833.

Viscount DUNEDIN said that their Lordships were of opinion that the refusal of the Governor-General of Canada to grant his *fiat* under s. 4 of the Canadian Petition of Right Act was not a determination by a judicial officer within the meaning of s. 3 of the Judicial Committee Act, 1833, and they were therefore unable to advise His Majesty to grant special leave to appeal in the present case.

COUNSEL: *Wilfrid Greene*, K.C., *Geoffrey Lawrence*, K.C., and *Wilfrid Barton* for the petitioner; the respondent did not appear and was not represented.

SOLICITORS: *Gard, Lyell & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Martley; Simpson** *v.* **Bourne.**

Eve, J. 16th April.

CHARITY—CHARITABLE GIFT—GIFT FOR "THE WORK OF THE CATHEDRAL"—GOOD CHARITABLE BEQUEST.

This originating summons raised the question whether a gift to the Westminster Cathedral was a good charitable bequest. By her will dated 27th April, 1928, Mrs. Ethel Maud Martley, widow of the late William Gibson Martley, of Stamford Hill, N., gave the residue of her estate to the trustees for the time being of the Roman Catholic Cathedral of Westminster absolutely to be used by them "for the benefit of the work of the Cathedral," and the receipt of the trustees or the treasurer for the time being of the Cathedral was to be a good and sufficient discharge for the money. The testatrix died on 1st May, 1930. It was argued that the gift might be applied to non-charitable objects, and therefore the gift failed.

EVE, J., in giving judgment, said that he felt considerably embarrassed by the decision in *Bain, In re* [1930] 1 Ch. 224, where a distinction was drawn between the church as a building and the church as a parochial organisation, but that was a decision binding upon him. Here the testatrix was referring to the Cathedral as a building, and not as part of the diocese, or to work which was part of its administration. If his own decision in *In re Bain* had not met with the fate it did in the Court of Appeal, he would have been inclined to follow it, but as the Court of Appeal had held that the words "for the work of the church" referred to the church as a building, he was constrained to hold that the decision applied, and that this was a good charitable bequest.

COUNSEL: *F. Baden Fuller; Swords*, K.C., and *McMullan; P. R. D. Shufeldt; Stafford Crossman.*

SOLICITORS: *J. P. Simpson; Witham, Roskell, Munster and Weld; Benham, Synnott & Wade; The Treasury Solicitor.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

The Law Society.

HONOURS EXAMINATION.

MARCH, 1931.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

Wilfred Harry Clark (Mr. Roland Waldegrave Atchley, of the firm of Messrs. Badham, Comins & Sloman, of London).

SECOND CLASS.

(In alphabetical order.)

Charles Barratt (Mr. John Henry Field, LL.B., O.B.E., and Mr. Samuel Procter, both of Huddersfield.

Cyril George Barnett Blanthorne (Mr. Timothy Holden, of Blackburn).

Issacher Barnett Ellin (Mr. Algernon Frank Hill (deceased); and Mr. Luther Henry Allen Pratt, LL.B., of the firms of Messrs. Allen Pratt & Geldard and Messrs. Vachell & Co., both of Cardiff).

Robert Townson Ellis (Mr. George Herbert Marsden, of the firm of Messrs. Marsden & Drury, of Preston).

Frank Hall (Mr. Thomas Matthew Ridley, of Huddersfield).

Alan Junius Gower Hardwicke (Mr. Herbert Junius Allen Hardwicke, of the firm of Messrs. Gaby, Hardwicke & Evans-Vaughan, of Bexhill-on-Sea; and Mr. Frank Bentham Stevens, B.A., LL.B., of the firm of Messrs. Stevens, Son and Pope, of Brighton).

Brian Cedric Harward (Mr. Herbert Edward Ayres, LL.B., of the firm of Messrs. Reed & Reed, of London).

Cho Yiu Kwan, LL.B. London (Mr. Ernest Hopkins Hazel, of the firm of Messrs. Ellis, Bickersteth, Aglionby & Hazel, of London).

William Alban Lunn (Mr. Albert David Jenkins (deceased), of Guildford; and Mr. Edward Parker Moorhouse, of the firm of Messrs. Wilkinson, Howlett & Moorhouse, of London and Kingston-upon-Thames).

Norman Barr Martin (Mr. Henry William Saw, LL.D., of the firm of Messrs. Monro, Saw & Co., of London).

Alan Edward Oliver (Mr. Arthur Charles Dowding, of the firm of Messrs. Venn & Woodcock, of London).

Lilian Irene Myfanwy Thomas (Mr. James Mark McDonnell, of the firm of Messrs. J. M. McDonnell & Jackson, of London).

Philip Bernard Thomas (Mr. William Henry Coles, of the firm of Messrs. Dixon, Coles & Gill, of Wakefield).

Claud Hamilton Hayman Winston (Mr. Ernest Harper Kempe, of the firm of Messrs. Edwin Boxall and Kempe, of Brighton).

THIRD CLASS

(In alphabetical order).

Herbert John Hampden Alpass (Mr. George Charles Rallison, of the firm of Messrs. Rallison & Co., of Bristol).

James William Baldon (Mr. Cecil Sydney Pearse Tufnell; and Mr. Cecil John Poley Price, of the firm of Messrs. Saml. Price, Sons & Robertson, both of London).

Richard Lennox Clarke (Mr. Herbert William Thomas Smith, of London).

Basil Norman Cooper (Mr. Thomas Vincent Mercer, of the firm of Messrs. Strellett, Mercer & Co., of London).

John David Cowen, B.A. Oxon (Mr. Vincent Thompson, of the firm of Messrs. Dees & Thompson, of Newcastle-upon-Tyne).

Cyril Edwin Glasspool, LL.B. Liverpool (Mr. Duncan Ireland, of the firm of Messrs. Woolcott, of West Kirby).

William Henry Withers Goddard, B.A. Cantab. (Mr. Robert Kynaston Metcalfe (deceased); and Mr. Percy Kynaston Metcalfe, M.A., both of the firm of Messrs. Gasquet, Metcalfe and Walton, of London).

John Garson Romeril Griggs (Mr. George Lewis Frederic McNair, of the firms of Messrs. Thomas Cooper & Co., and Messrs. Stibbard, Gibson & Co., both of London).

Melville Southall Perry Hathway (Mr. Edward William Waldron, of the firm of Messrs. William Waldron & Son, of Brierley Hill).

Edward James Howson (Mr. Leonard Hubbard, of London).
Ronald Owen Jenkins (Mr. Sydney Charles Thomas Littlewood; and Mr. Edward Parker Moorhouse, both of the firm of Messrs. Wilkinson, Howlett & Moorhouse, of London and Kingston-upon-Thames).
Clement Rosser John (Mr. Henry Roderick Thompson, of the firm of Messrs. Andrew & Thompson, of Swansea).
James Vincent Pilling (Mr. George Baron, of the firm of Messrs. Alex. Wright & Co., of Rawtenstall and Bacup).
Edward John Rendle (Mr. Godfrey Hale Boyce, O.B.E. (deceased); and Mr. Stuart Morton Winter Sheppard, both of the firm of Messrs. Boyce, Evans & Sheppard, of London).
Harry Percy Roe (Mr. John Williams, M.A., LL.B., of Chatham and Peterborough).
Eric Pope Smith (Mr. Owen Edmond Nash (deceased); and Mr. Kenneth George Tweedale Meaby, both of Nottingham.
Samuel Soames, B.A. Oxon. (Mr. Hugh Douglas Peregrine Francis, M.A., of the firm of Messrs. Herbert Smith & Co., of London).
Francis Felkin Stunt, LL.B. London (Mr. William Stunt, of the firm of Messrs. Stunt & Son, of London and Chelmsford).
Henry Charles Wanstall (Mr. David Fisher, of the firm of Messrs. Robinson & Bradley, of London).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following prize:—

To Mr. Clark—The Clement's Inn Prize—Value about £42.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Ninety-six Candidates gave notice for Examination.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Land (Utilisation) Bill.
In Committee. [22nd April.

House of Commons.

Architects (Registration) Bill.
As amended in the Standing Committee, Read the Third Time and passed. [17th April.
Employment Returns Bill.
Read a Second Time. [17th April.
Housing (Rural Workers) Amendment Bill.
Read a Second Time. [21st April.
Local Authorities (Publicity) Bill.
Reported with Amendments. [22nd April.
London Passenger Transport Bill.
Referred to Select Committee. [27th March.
Pharmacy and Poisons Bill.
In Committee. [26th March.
Representation of the People (No. 2) Bill.
Considered in Committee (4th day). [22nd April.
Rural Amenities Bill.
Withdrawn. [14th April.
Shops (Sunday Trading Restriction) Bill.
Read the First Time. [29th March.
Sunday Performances (Regulation) Bill.
Read a Second Time. [20th April.
Town and Country Planning Bill.
Read a Second Time. [15th April.
Vaccination Bill.
Read the First Time. [29th March.
Widows, Orphans, and Old Age Contributory Pensions Bill.
Read a Second Time. [21st April.

Questions to Ministers.

COMPANIES ACT.

Mr. EDE asked the President of the Board of Trade whether he will take steps to secure that all companies now operating under a Royal Charter shall adopt the method and system of presenting their published accounts, as laid down for limited companies in the Act of 1929?

Mr. W. GRAHAM: I have consulted my Noble Friend the Lord President of the Council, on this matter, and it would appear that the result suggested in the question could not be secured except by legislation. The matter will be borne in mind in connection with any amendment of the Companies Act or analogous legislation.

COMPANY LAW.

Sir ERNEST BENNETT asked the President of the Board of Trade whether the Government will consider in the present Session the introduction of legislation for the protection of the interests of shareholders in public companies, with reference to the issue of fraudulent shares, and otherwise?

Mr. W. GRAHAM: Having regard to the pressure of Parliamentary business, my hon. and gallant Friend will not expect me to hold out any hope of the early introduction of company legislation, but, if he will let me know what specific proposals he has in mind, they shall be noted for investigation when the question of amending the Companies Act is being considered.

CHILDREN BILL.

Mr. LOVAT-FRASER asked the Home Secretary if, in the forthcoming Children Bill, he will include a provision making it necessary that people taking a child under the age of seven for reward shall register the fact before and not after the event, and a provision forbidding the publication of advertisements with regard to the taking of children for reward?

THE PARLIAMENTARY SECRETARY TO THE MINISTRY OF HEALTH (Miss Lawrence): I have been asked to reply. These suggestions will receive consideration in the preparation of the Bill to which my hon. Friend refers.

LOTTERIES AND SWEEPSTAKES.

Mr. DAY asked the Home Secretary whether it is the intention of his Department to have letters intercepted containing money for the purchase of sweepstake tickets on the Derby?

Mr. CLYNES: It is obviously necessary to take whatever steps are practicable to prevent the use of the post for correspondence relating to lotteries which are illegal in this country. I do not propose to discontinue the existing practice. [14th April.

LAW OFFICERS (SALARIES AND FEES).

Sir K. WOOD asked the Financial Secretary to the Treasury the amount in salary and fees drawn since June, 1929, by the Attorney-General and the Solicitor-General, respectively?

THE FINANCIAL SECRETARY TO THE TREASURY (Mr. Pethick-Lawrence): The salaries and fees of the Attorney-General and Solicitor-General, in the period of about 21½ months from 10th June, 1929, to 31st March, 1931, are as follows:—

	Salary.	Fees.	Total.
Attorney-General.	£	£	£
Sir W. A. Jowitt	12,654	26,564	39,218
Solicitor-General.			
Sir J. B. Melville (to 12th October 1930)	8,042	4,720	12,762
Sir R. Stafford Cripps (from 27th October, 1930)	2,576	3,188	5,764

[15th April.

In reply to Mr. H. GIBSON, Mr. PETHICK-LAWRENCE said that the fees paid to the Law Officers of the Crown in connection with legal proceedings arising out of the Rating and Valuation (Apportionment) Act, 1928, amount to £8,128 7s. [21st April.

RAILWAY ELECTRIFICATION.

Lieut.-Commander KENWORTHY asked the Minister of Transport whether he had received the report of the Weir Committee on the electrification of the railways; and when it will be published?

THE MINISTER OF TRANSPORT (Mr. Herbert Morrison): I have recently received this report, which the Government have decided to publish. [15th April.

SWEEPSTAKE TICKETS (CUSTOMS REGULATIONS).

Colonel HOWARD-BURY asked the Chancellor of the Exchequer whether he is aware that customs officials in English ports adjacent to Ireland have included among the list of dutiable articles Irish sweepstake tickets, and that they also ask the passengers whether they have sweepstake tickets in their possession; and by what authority this is done and under what Finance Act?

THE FINANCIAL SECRETARY TO THE TREASURY (Mr. Pethick-Lawrence): I am aware of the facts stated by the hon. and gallant Member, and may refer him to Section 1 of the Revenue Act, 1898. [16th April.

CRIMINAL APPEAL DECISIONS.

Mr. LEIF JONES asked the Attorney-General whether a copy of every judgment of the Court of Criminal Appeal varying a sentence or quashing a conviction is sent to the judge, recorder, or chairman of quarter sessions who has imposed the sentence ?

THE ATTORNEY-GENERAL (Sir William Jowitt): No, Sir. A shorthand note of the proceedings before the Court of Criminal Appeal is only taken in a limited number of cases. Notification of the order of the court is, however, sent to the clerk of the court of trial. [20th April.

PREVENTION OF CORRUPTION ACT.

Mr. DAY asked the Attorney-General the number of convictions that have been obtained under the Prevention of Corruption Act, 1916 ; and can he state how many times the fiat has been granted or refused in these cases ?

THE ATTORNEY-GENERAL : No record exists of cases affected by the Act of 1916, which merely extends the provisions of the Act of 1906. The number of convictions under both Acts is 569. The fiat has been granted in 783 cases and refused in fifty-two cases. [20th April.

ECCLESIASTICAL COURTS.

Sir N. GRATTAN-DOYLE asked the Home Secretary what steps the Government propose to take to deprive ecclesiastical courts of all secular power ?

THE ATTORNEY-GENERAL : I have been asked to reply. I assume that the hon. Member has in mind the proceedings in the *Hauxton Case*. As I stated on 2nd March in reply to the hon. Member for Huntingdon (Dr. Peters), a Bill dealing with the matter is in a forward state of preparation, but I cannot at present give any indication as to the date when it will be possible to introduce it.

FOOD STANDARDS (COMMITTEE).

Sir JOSEPH LAMB (for Lieut.-Colonel ACLAND-TROYTE) asked the Minister of Health if he is prepared to promote, or to grant facilities for the promotion of, legislation to provide for the fixing of a standard for ice cream, compelling the use of dairy products in its composition when manufactured for sale.

Miss LAWRENCE : My right hon. Friend is about to set up a Committee to consider the law as to the composition and description of articles of food, including the question whether it is desirable to prescribe further standards or definitions. Pending the report of this Committee, my right hon. Friend thinks that the question of legislation for the standardisation of ice cream should be deferred.

HOURS OF INDUSTRIAL EMPLOYMENT BILL.

In reply to Sir T. INSKIP, the PRIME MINISTER stated that the Government proposes to take the further stages of the Hours of Industrial Employment Bill at the earliest practicable date. Pressure of other business has made it impossible hitherto to proceed with the Bill.

Legal Notes and News.

Honours and Appointments.

Mr. J. R. JORDAN, solicitor, Bala, has been appointed Registrar of the County Court of Dolgelley, vacant by the death of the late Mr. J. Charles Hughes. He has also been appointed Registrar of the County Courts of Bala and Corwen in succession to Mr. L. Lloyd John, who retires on the 30th June next after a period of forty-five years' service. Mr. Jordan was admitted in 1899.

Mr. HERBERT DU PARCQ, K.C., has been appointed a Commissioner of Assize to go the Northern Circuit. Mr. du Parcq was called by the Middle Temple in 1906, and in the same year was admitted to the Jersey Bar. He took Silk in 1926, was appointed Recorder of Portsmouth in 1928, and in the following year Recorder of Bristol.

Mr. H. G. BUSHE, C.M.G., has been appointed Legal Adviser to the Dominions and Colonial Offices in succession to Sir JOHN RISLEY, K.C.M.G., C.B., K.C., who has retired from the public service. Mr. Busche is succeeded as Assistant Legal Adviser by Mr. H. H. DUNCAN.

Mr. HARRY C. HOGGETT, Clerk and Solicitor to the Ilkley Urban District Council, has been appointed Town Clerk of Buxton.

Mr. CLIVE DIXON, solicitor, Gateshead, has been appointed Clerk to the Justices of that Division. He was admitted in 1923.

Mr. SYDNEY JACOB VAN SERTIMA, Barrister-at-Law, has been appointed one of His Majesty's Counsel for the Colony of British Guiana.

Mr. W. H. WILLAN, solicitor, Leyburn, Yorks, has been appointed Clerk to the Leyburn Justices in succession to the late Mr. E. H. Wilson.

Mr. HUMPHREY COOKE, solicitor, has been appointed Clerk to the St. Austell Rural District Council.

Mr. PERCY MACBETH, Barrister-at-Law, Manchester, has accepted the post of Stipendiary Magistrate of Salford (Lancashire) in succession to the late Mr. P. W. Atkin. Mr. Macbeth was called to the Bar in 1906.

NEW READER OF THE TEMPLE.

The Rev. J. F. Clayton, who graduated at Keble College, Oxford, in 1904, has been appointed Reader at the Temple Church. Mr. Clayton, who was for five years domestic chaplain to the Bishop of Durham, has also held appointments during the last twelve years at the Test School, Knutsford ; Salisbury Theological College ; St. Boniface College, Warminster ; and St. Nicholas Hall, Bristol. He won the Military Cross in 1918.

Professional Announcements.

(2s. per line.)

ERNEST BEVIR & SON have moved their Hendon office to Arkleigh-chambers, 200, Brent-street, Hendon, the new telephone numbers being Hendon 1124 and 1125. Additional offices are also being opened at 124, Baker-street, the telephone number being Welbeck 3996.

The term of the existing partnership having expired, Mr. S. B. DONALD retires from the firm. The practice will continue to be carried on by Mr. HAROLD BEVIR and Mr. LESLIE F. ATTWATER, the remaining partners, at the above addresses, and at 4, York-buildings, Adelphi, W.C.2, and also at The Broadway, Mill Hill. Mr. S. B. Donald will practise on his own account at 2, Premier-parade, Edgware, Middlesex, telephone Edgware 1430.

A NEW TRIAL ORDERED.

On an appeal by Joe Hancock, who had been convicted of rape, at Derbyshire Assizes, and sentenced by Mr. Justice Talbot to three years' penal servitude, the Court of Criminal Appeal—the Lord Chief Justice, Mr. Justice Avory, and Mr. Justice Humphreys—on Monday made an order that the conviction be set aside and that the appellant be ordered to appear at the next Derbyshire Assizes to take his trial. The appellant had at first pleaded "Not Guilty," but subsequently, after having been given in charge to the jury, had in their presence and hearing made a confession, which was acted on without any verdict of the jury being taken, sentence being passed forthwith. The Lord Chief Justice said that the Court had no doubt that in such circumstances the verdict of the jury ought to be taken.

During the course of the argument the Lord Chief Justice and Mr. Justice Avory both observed that it was a great pity that in serious cases of that nature prisoners were not always provided with the assistance of counsel.

WILD DUCKS IN LINCOLN'S INN.

Those who have read the two articles in *The Times* about the wild ducks in Lincoln's Inn will no doubt be interested in further news of them. It will be remembered in the later article that it was reported they took a hasty departure after the indignity to which they had been subjected, and they have continued to absent themselves from the "clutches of the law" ; but it has not affected their parents, the original settlers, for the old lady and her husband, having apparently no grievance against the hon. and learned society, have voluntarily returned to their quarters in the pond.

They came about the middle of last month, during the period of severe weather, and, perhaps thinking it was still term time and that they might profitably eat their dinners, they hovered about for a few days and gratefully accepted the fare provided for them (by the gardener's boy) and have more or less settled down ; though the old gentleman, it is reported, seems to have occasional business elsewhere, and it is whispered that he may be paying attention to another lady. In the first article he was described as a very gallant and devoted lover.

ESTATE OF SIR LAMING WORTHINGTON-EVANS.

The Right Hon. Sir Worthington Laming Worthington-Evans, 1st Baronet, P.C., G.B.E., of Eaton-place, S.W., and of Limpsfield, Surrey, solicitor, late of Messrs. Worthington-Evans, Dauney & Co., Conservative M.P. for St. George's, Westminster, who died on 14th February, aged sixty-two, left estate of the gross value of £118,562, with net personalty £101,811. He left: £300 if in his service and not under notice, or £150 if not, to Herbert Joseph Maguire "as a recognition of his unfailing kindness and good service"; one year's wages each to Leonard May and George Kingswell and each other servant of ten years' service; and six months' wages to each other servant of between five and ten years' service.

THE CITY RECORDERSHIP.

The Recorder of London (Sir Ernest Wild, K.C.), in an address to the City Livery Club at the Carpenters' Hall on 15th April, said that the office of the Recorder of London began in 1298, and there had been ninety Recorders. The first nine were not lawyers, but aldermen, but in 1390 began a continuous succession of lawyers. No fewer than twenty-five of them became judges of higher courts, including two Lord Chancellors and eighteen Chief Justices. Referring to the Central Criminal Court Act, he said the aldermen were equally judges with the others on the Bench there. Technically an alderman was as entitled to try anybody as any lawyer, though he (the Recorder) shuddered to think what would happen if he did. During his term of office he had filled 197 note-books of seventy pages each, and disposed of 2,278 cases.

Insurance Notes.

The Directors of the Alliance Assurance Company Limited have resolved to declare at the annual general court, to be held on the 13th May next, a dividend of eighteen shillings per share (less income tax) out of the profits and accumulations of the Company at the close of the year 1930.

An interim dividend of eight shillings per share (less income tax) was paid in January last, and the balance of ten shillings per share (less income tax) will be payable on and after the 4th July next.

Following the retirement through illness of Mr. Philip George Collins from the board of the Equity and Law Life Assurance Society, Sir Dennis Herbert, M.P., has been appointed deputy-chairman.

A number of alterations in the regulations of the Royal Exchange Assurance are proposed in order to bring these up to date. The Corporation was incorporated by Royal Charter in 1720.

SUN LIFE ASSURANCE COMPANY OF CANADA.

The company has issued an interesting statement, which shows that the interest rate earned by the Sun Life of Canada on its invested assets for the last twenty years averages 6·24 per cent. It is worth noting that in the years in which the interest rate fell below 6 per cent. the company invested heavily in the War Loans required by the Allies.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
			Non-Witness.	Witness Part II.
M'nd'y April 27	Mr. Jolly	Mr. More	Mr. Blaker	Mr.*Ritchie
Tuesday 28	Hicks Beach	Ritchie	Jolly	*Blaker
Wednesday 29	Blaker	Andrews	Ritchie	*Jolly
Thursday . 30	More	Jolly	Blaker	Ritchie
Friday May 1	Ritchie	Hicks Beach	Jolly	Blaker
Saturday .. 2	Andrews	Blaker	Ritchie	Jolly
DATE	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
	Witness Part I.	Witness Part II.	Witness Part I.	Non-Witness.
M'nd'y April 27	Mr.*Jolly	Mr.*Hicks Beach	Mr. More	Mr. Andrews
Tuesday .. 28	Ritchie	*Andrews	*Hicks Beach	More
Wednesday 29	*Blaker	*More	Andrews	Hicks Beach
Thursday . 30	Jolly	Hicks Beach	*More	Andrews
Friday May 1	*Ritchie	*Andrews	Hicks Beach	More
Saturday .. 2	Blaker	More	Andrews	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The WHITSUN VACATION will commence on Saturday, the 23rd day of May, 1931, and terminate on Tuesday, the 26th day of May, 1931, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 7th May, 1931.

	Middle Price 22 April 1931.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	91	4	7	11	—		
Consols 2½%	58	4	6	2	—		
War Loan 5% 1929-47	104⅜	4	15	6	—		
War Loan 4½% 1925-45	102	4	8	3	4	7	0
Funding 4% Loan 1960-90	93	4	6	0	4	7	6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	98½	4	2	11	4	4	0
Conversion 5% Loan 1944-64	104½	4	15	8	4	14	6
Conversion 4½% Loan 1940-44	101⅛	4	8	8	4	6	6
Conversion 3½% Loan 1961	80	4	7	6	—		
Local Loans 3% Stock 1912 or after	66½	4	10	3	—		
Bank Stock	262½	4	11	5	—		
India 4½% 1950-55	82¼xd	5	11	10	6	0	6
India 3½%	59½	5	17	8	—		
India 3%	50½	5	18	10	—		
Sudan 4½% 1939-73	99	4	10	11	4	11	0
Sudan 4% 1974	89xd	4	9	11	4	11	6
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½xd	3	9	4	3	18	0
Colonial Securities.							
Canada 3% 1938	92	3	5	3	4	8	6
Cape of Good Hope 4% 1916-36	95	4	4	3	5	1	0
Cape of Good Hope 3½% 1929-49	84	4	3	4	4	16	6
Ceylon 5% 1960-70	103	4	17	1	4	16	6
*Commonwealth of Australia 5% 1945-75	75	6	13	4	6	15	0
Gold Coast 4½% 1956	99	4	10	11	4	11	4
Jamaica 4½% 1941-71	98	4	11	10	4	12	3
Natal 4% 1937	96	4	3	4	4	18	0
*New South Wales 4½% 1935-1945	58	7	15	2	9	9	10
*New South Wales 5% 1945-65	61	7	18	5	8	2	6
New Zealand 4½% 1945	93½	4	16	3	5	3	3
New Zealand 5% 1946	99½	5	0	6	5	1	0
Nigeria 5% 1950-60	104	4	16	2	4	14	2
*Queensland 5% 1940-60	68	7	7	1	7	14	0
South Africa 5% 1945-75	102½	4	17	7	4	17	5
*South Australia 5% 1945-75	70	7	2	10	7	14	6
*Tasmania 5% 1945-75	73	6	17	0	7	1	6
*Victoria 5% 1945-75	68	7	7	1	7	18	3
*West Australia 5% 1945-75	73	6	17	0	7	1	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	66	4	10	11	—		
Birmingham 5% 1946-56	104	4	16	2	4	16	6
Cardiff 5% 1945-65	102	4	18	0	4	17	6
Croydon 3% 1940-60	75	4	0	0	4	11	0
Hastings 5% 1947-67	102	4	18	0	4	17	6
Hull 3½% 1925-55	82	4	5	4	—		
Liverpool 3½% Redeemable by agreement with holders or by purchase	76	4	12	1	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4	7	9	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	66	4	10	11	—		
Metropolitan Water Board 3% "A" 1963-2003	66	4	9	7	—		
Do. do. 3% "B" 1934-2003	68	4	8	3	—		
Middlesex C.C. 3½% 1927-47	86	4	1	5	4	14	6
Newcastle 3½% Irredeemable	76	4	12	1	—		
Nottingham 3% Irredeemable	65xd	4	12	4	—		
Stockton 5% 1946-66	103	4	17	1	4	16	6
Wolverhampton 5% 1946-56	103	4	17	1	4	14	10
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	83½	4	15	10	—		
Gt. Western Railway 5% Rent Charge	100½	4	19	6	—		
Gt. Western Rly. 5% Preference	88	5	13	8	—		
L. & N.E. Rly. 4% Debenture	74	5	8	1	—		
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L. & N.E. Rly. 4% 1st Preference	47½	8	7	7	—		
L. Mid. & Scot. Rly. 4% Debenture	76	5	5	3	—		
L. Mid. & Scot. Rly. 4% Guaranteed	67½	5	18	6	—		
L. Mid. & Scot. Rly. 4% Preference	47½	8	7	7	—		
Southern Railway 4% Debenture	80	5	0	0	—		
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RE THE REV. FRANCIS WELCH, deceased, late of "Stanthorpe," 14, Stanthorpe-road, Streatham, S.W.16, and who died on the 28th March, 1931, at 60, Fitzjohn's-avenue, Hampstead, N.W.3.—Will any Solicitor or other person having KNOWLEDGE of a WILL made by the above please COMMUNICATE with F. C. James, Solicitor, 117, Colmore-row, Birmingham?

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